

A. G. Contract KR93 2842TRN  
JPA No. 93-178  
ECS File: JPA 94-78  
Project: F-023-1-508  
Tracts: 189 SC 003 H3482 01C  
Section: SR-189

INTERGOVERNMENTAL AGREEMENT  
LANDSCAPE MAINTENANCE  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF NOGALES

THIS AGREEMENT is entered into 3 May, 1994  
pursuant to Arizona Revised Statutes Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF NOGALES, acting by and through its MAYOR and CITY  
COUNCIL, (the "City").

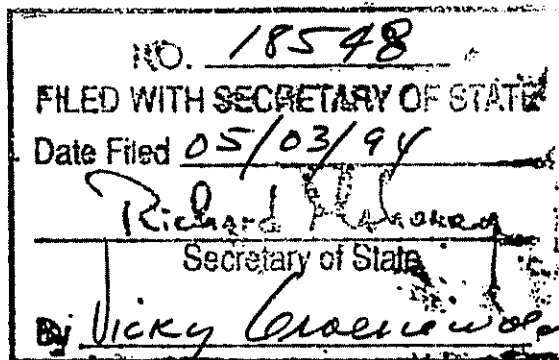
I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 48-572 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the City.

3. It is to the mutual advantage of the State and the City  
to landscape areas within the right of way on State Route 189  
at the following location:

From centerline roadway station 54+47 to  
centerline roadway station 66+33, a net distance  
of approximately 0.23 miles.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the State, using State funds. Upon completion of the work, the City shall reimburse the state twenty five percent (25%) of the landscape contract cost up to \$20,000.00.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E, Room 222E  
Phoenix, AZ 85007

City of Nogales  
City Administrator  
777 N. Grand Avenue  
Nogales, AZ 85621

7. Attached hereto and incorporated herein by reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement  
the day and year first above written.

CITY OF NOGALES


STATE OF ARIZONA

Department of Transportation

By   
JOSE L. CANCHOLA  
Mayor

By   
ROBERT P. MICKELSON  
Deputy State Engineer

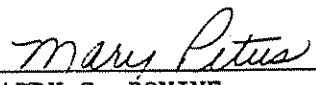
ATTEST

By   
FERNANDO CASTRO  
City Clerk

RESOLUTION

BE IT RESOLVED on this 8th day of November 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Nogales for the purpose of defining responsibilities for the design, construction and maintenance of landscape improvements on SR-189 in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
\_\_\_\_\_  
LARRY S. BONINE  
Director

RESOLUTION NO. 94-04-01

A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF NOGALES APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION AND THE CITY OF NOGALES FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPING ON STATE ROUTE 189 (AG CONTRACT KR93 2842TRN); AND DECLARING AN EMERGENCY

RECITALS

WHEREAS, the City of Nogales (City) and the State of Arizona (State) desire to cooperate for the installation and maintenance of landscaping along State Route 189 for an approximate distance of .23 miles; and

WHEREAS, City is empowered by A.R.S. §48-572 to enter into an intergovernmental agreement by resolution; and

WHEREAS, the parties hereto desire to cooperate in this project, all as is more fully set forth in the attached Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the mayor and board of aldermen of the City of Nogales that the mayor be and hereby is authorized to execute the Intergovernmental Agreement; and

FURTHER RESOLVED that city staff is directed to do all necessary acts in accordance with the provisions of said Intergovernmental Agreement.

WHEREAS, the preservation of the public peace, health, and safety of the City of Nogales require that this resolution shall become immediately operative,

AN EMERGENCY IS HEREBY DECLARED TO EXIST, and this resolution is hereby exempted from the referendum provisions of the Charter of the City of Nogales and shall take effect and be in full force from and after its passage and approval.

PASSED AND ADOPTED THIS 6th DAY OF April 1994.

APPROVED THIS 6th DAY OF April 1994.

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY  
O'Connor, Cavanagh, Anderson  
Westover, Killingsworth & Beshears

By [Signature]

ABOT.res

[Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk

JPA 93-178

APPROVAL OF THE NOGALES CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF NOGALES and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 8th day of April, 1994.

OFFICE OF THE CITY ATTORNEY  
O'Connor, Cavanagh, Anderson, Westover  
Killingsworth & Beshears

By: 

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR93-2842-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26th day of April, 1994.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:lsr  
8365G